Resolution No.: 17-419

Introduced:

May 1, 2012

Adopted:

May 14, 2012

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

By: Government Operations and Fiscal Policy Committee

SUBJECT: Collective Bargaining Agreement with Career Fire Fighters Association

Background

- 1. Section 510A of the County Charter authorizes the County Council to provide by law for collective bargaining with binding arbitration with authorized representatives of County career fire fighters.
- 2. Chapter 33, Article X of the County Code implements Section 510A of the Charter and provides for collective bargaining by the County Executive with the certified representatives of the County's fire fighters and for review of the resulting contract by the Council.
- 3. On April 4, 2012, the County Executive submitted to the Council a new collective bargaining agreement between the County government and the International Association of Fire Fighters, effective July 1, 2012 through June 30, 2013. The Agreement is attached to this Resolution.
- 4. The Executive has submitted to the Council the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation in FY13.
- 5. The Government Operations and Fiscal Policy Committee reviewed the Agreement at a worksession on May 1, 2012 and made recommendations on May 9.
- 6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 15 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

Action

Resolution No.: 17-419

The County Council for Montgomery County, Maryland, approves the following resolution:

The County Council intends to approve full funding and approve the following provisions:

- 1. 3.5% longevity increment for bargaining unit members with 20 years of service.
- 2. 3.5% longevity increment for bargaining unit members with 28 years of service.
- 3. \$2000 lump sum for all bargaining unit members.
- 4. Increase in special pay for certain bargaining unit members with ALS certification.
- 5. Tuition assistance for bargaining unit members subject to appropriation.

The Council intends to approve all other provisions subject to Council review.

This is a correct copy of Council action.

Linda M. Lauer, Clerk of the Council

Attachment to Resolution No.: 17-419

MEMORANDUM OF AGREEMENT BETWEEN THE MONTGOMERY COUNTY GOVERNMENT AND THE MONTGOMERY COUNTY CAREER FIRE FIGHTERS ASSOCIATION, INC., LOCAL 1664, AFL-CIO

The Montgomery County Government (Employer) and the Montgomery County Career Fire Fighters Association, Inc., Local 1664, AFL-CIO (Union), agree that their collective bargaining agreement effective July 1, 2011, through June 30, 2013, is subject to the amendments shown on the following pages. The amendments to the collective bargaining agreement set forth below become effective on July 1, 2012 unless otherwise noted herein.

Please use the following key when reading this agreement:

<u>Underlining</u>

[Single boldface brackets] *Deleted from existing agreement.** * * Existing language unchanged by parties.

The parties agree to amend the contract as follows:

ARTICLE 17 - SPECIAL DUTY DIFFÉRENTIALS

Section 17.2 Special Pay Differentials:

E. Beginning the first day of the first full pay period on or after July 1, 2012,

Sections 17.2 (A)- (D) (and the introductory sentence to 17.2) shall no longer be
in effect, and starting that date all County-credentialed ALS providers will
receive a special pay differential in accordance with the following schedule:

Credential Years:

0-4 years	<u>\$5,830</u>
5-8 years	<u>\$6,891</u>
8+ years	\$7,951

ARTICLE 19 - WAGES

Section 19.1 Wage Increase

- B. Effective the first full pay period on or after July 1, 2009, the base salary for all bargaining unit members shall be increased by 4 percent. This 4 percent wage increase which was to be effective the first full pay period on or after July 1, 2009 and which was postponed through a May 2009 Memorandum of Agreement between the parties shall continue to be postponed during FY 2012 and FY 2013.
- C. Effective first full pay period on or after July 1, 2009, add new longevity step at year 28 (LS2 3.5%). No bargaining unit employee otherwise eligible for a 3.5% "LS2" increase to their base pay shall receive such increase in FY 2012. All bargaining unit employees who reach 28 years of service in FY 2013 shall receive a 3.5% "LS2" increase to their base pay in FY 2013 effective the pay period in which their service anniversary date occurs. All bargaining unit employees who became eligible for a 3.5% "LS2" increase to their base pay prior to July 1, 2012 but who did not receive such increase due to a County Council decision not to fund longevity step increases shall receive a 3.5% "LS2" increase to their base pay effective the first full pay period on or after July 1, 2012. [However]No bargaining unit employee shall lose service credit for purposes of progression to LS2.
- D. Effective the first full pay period on or after July 1, 2010, the base salary for all bargaining unit members shall be increased by 3.5%. This 3.5 percent wage increase, which the County Council elected not to fund in FY 2011 or FY 2012, shall be postponed during FY 2012 and FY 2013.
- G. A \$2,000 lump sum payment shall be made to bargaining unit members who are actively employed by the County on July 1, 2012. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY 2013. The lump sum payment shall be pro-rated for part-time employees. Employees who are on unpaid leave and return to work during FY 2013 will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular earnings" for retirement or life insurance purposes and employees will not receive any retirement or life insurance benefits based on

these payments. Employees will not be required to contribute towards their retirement benefits for this payment.

Section 19.2 Salary Schedule

C. Bargaining unit employees shall progress to Step LS on the uniform pay plan upon completion of 20 years of service as a County merit system employee. No bargaining unit employee otherwise eligible for a 3.5% "LS" increase to their base pay shall receive such increase in FY 2012. All bargaining unit employees who reach 20 years of service in FY 2013 shall receive a 3.5% "LS" increase to their base pay in FY 2013 effective the pay period in which their service anniversary date occurs. All bargaining unit employees who became eligible for a 3.5% "LS" increase to their base pay prior to July 1, 2012 but who did not receive such increase due to a County Council decision not to fund longevity step increases shall receive a 3.5% "LS" increase to their base pay effective the first full pay period on or after July 1, 2012. [However]No bargaining unit employee shall lose service credit for purposes of progression to Step LS.

ARTICLE 20 - INSURANCE BENEFITS COVERAGE AND PREMIUMS

Section 20.3 Employee Benefits Committee

A. The parties hereby jointly establish an Employee Benefits Committee for the purpose of maintaining high quality employee benefits, efficiently provided to County employees at a reasonable cost and to study benefit cost containment programs. The Committee shall consist of three (3) members appointed by the County, and three (3) members appointed by the Union. The Union representatives on this committee shall be considered to be on detail if working during these meetings. Hour for hour compensatory time or pay at the employees' regular hourly rate shall be credited to union representatives who attend meetings on their day off. Either party may remove or replace its appointees at any time. In addition, either party may appoint one or more outside consultants (whose compensation shall be the responsibility of the appointing party) who shall be permitted to attend all Committee meetings and who shall advise the Committee members on subjects under Committee review. Upon request, either party shall promptly submit to the other party relevant information within a party's possession, custody or control for review by the other party and/or its consultant(s). The Union representatives and County representatives on the Committee shall each appoint a Co-Chair of the

Committee from their respective groups.

The purposes and functions of the Employee Benefits Committee shall be to: a) review existing employee benefits and their provisions; and b) make findings and/or recommendations to the parties regarding cost containment measures. The Committee shall meet not less than twice a month during the months of July 2011 through October [2011]. A quorum for conducting business shall consist of at least two members appointed by each party. On or before October 31, [2011,] the Committee shall present written recommendations to the County Executive and the Union President.

B. The parties agree that during the term of this Agreement the Benefits

Committee may review the following subjects as well as any other subjects the parties agree upon.

In addition, the parties agree that the Committee shall meet at least once a month during the month of July through October 2012 to discuss the following subjects:

- <u>a.</u> <u>a Union-sponsored and administered health insurance plan for bargaining unit employees;</u>
- <u>b.</u> <u>joint submission of legislation to the County Council to amend the</u> County Code to provide that:
 - 1. any bargaining unit employee who incurs breast cancer shall automatically be entitled to disability leave for a service connected illness until and unless such claim is eventually denied by the Maryland Workers' Compensation Commission, and
 - any bargaining unit employee who incurs breast cancer shall automatically be entitled to service connect disability retirement benefits under the Montgomery County Employees' Retirement System;
- <u>c.</u> <u>development and implementation of disease management and wellness</u> <u>programs for bargaining unit employees</u>
- d. prescription drug and emergency room co-pays for bargaining unit employees; and
- e. the existing Point-of-Service (POS) Plans offered to bargaining unit

employees for discussion of:

- 1. possible elimination of existing High-Option POS plan, and
- in-network vs. out-of-network benefits for bargaining unit employees who are enrolled in a POS plan and who reside outside the Washington, DC metropolitan area or the State of Maryland.

On or before October 31, 2012, the Committee shall present written recommendations to the County Executive and the Union President concerning these subjects.

ARTICLE 54 – TUITION ASSISTANCE

Section 54.11

The County will increase the maximum annual allowance payable to a bargaining unit employee under the Employee <u>Tuition</u> Assistance Program to [\$1,630 for FY 2009, \$1,730 for FY 2010, and \$1,830 for FY 2011] \$1,830 for FY 2013.

ARTICLE 55 - SERVICE INCREMENTS

Section 55.8 Postponement of Service Increments

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement but which the County Council elected not to fund for FY 2011 shall be postponed through June 30, 2012. Similarly, the FY 2012 and FY 2013 service increments that eligible bargaining unit employees would otherwise receive in Fiscal Years 2012 and 2013 in accordance with this Article 55 shall also be postponed during FY 2012 and FY 2013. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

APPENDIX IX

MEMORANDUM OF AGREEMENT

BETWEEN THE MONTGOMERY COUNTY GOVERNMENT

THE MONTGOMERY COUNTY CAREER FIRE FIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1664

This Memorandum of Agreement between the Montgomery County Government

("hereinafter, "MCG" of "the Employer") and the Montgomery County Career Fire Fighters

Association, International Association of Fire Fighters, Local 1664 (hereinafter, "Local 1664" or

"the Union") memorializes certain agreements reached between the parties in collective

bargaining negotiations occurring between December 1, 2011 and January 31, 2012.

This Agreement applies to any MCG Fire and Rescue Service (hereinafter, "MCFRS") bargaining unit employee (or current employee who becomes a future retiree from MCFRS employment) who has suffered a service-connected injury or illness. If such an employee's physician orders an MRI, physical therapy or surgery, or a doctor's visit is requested, and that employee or his/her designated representative (e.g., the Union or legal counsel) has submitted the documentation as listed below to the County's third party workers' compensation administrator requesting authorization for the MRI, physical therapy, surgery, or doctor's visit, then during the period of sixty (60) calendar days after both parties have signed this Memorandum of Agreement, the County's third party workers' compensation administrator shall respond in writing (which includes response by email) to each request received within five (5) calendar days from the date of receipt; and then after the initial sixty-day period, within three (3) calendar days of such receipt, stating whether the request is confirmed or denied; and if denied, the administrator shall include a written explanation as to why the request was denied.

<u>In order to be covered under this Agreement, an employee or his/her designated</u> representative, e.g., the Union or legal counsel, must provide the following documentation:

- (1) for an MRI, an employee must provide a prescription from the prescribing physician and any updated medical records, if available;
- (2) for a course of physical therapy, an employee must provide a prescription from the prescribing physician and any updated medical records, if available;
- (3) for surgery, any documentation, including the medical records and/or prescription recommending surgery;
- (4) for a physician's visit after reaching maximum medical improvement, an employee must provide any medical records available since the last approved treatment (if no new medical records exist, then the request should specify that and no documents need to be provided) and the County will automatically approve at least one visit to a physician.

If the County's third party workers' compensation administrator does not respond in writing to an employee's request for confirmation of coverage within five (5) calendar days for the next sixty (60) calendar days after adoption of the instant Memorandum of Agreement and after sixty (60) calendar days within three (3) calendar days of receipt of the request with the required documentation as listed herein, the following shall occur:

- (1) for a MRI, the request will be deemed approved;
- (2) for a course of physical therapy, eight sessions will be deemed approved;
- (3) for a physician's visit after reaching maximum medical improvement, the request will be deemed approved; and
- (4) for surgery, a medical review or an independent medical evaluation will scheduled within twenty one (21) calendar days of the request for surgery.

Upon the occurrence of any of the events in items (1) – (4) immediately above and the failure of the County's third party workers' compensation administrator to provide written approval (or notice of scheduling an IME, where applicable), the employee or his/her designated representative, e.g., the Union or legal counsel, may notify in writing the County's Office of Risk Management, and the Office of Risk Management shall take the necessary action so that written approval (or notice of scheduling an IME, where applicable) is issued to the employee or his/her designated representative within forty-eight (48) hours of receipt of notification. Should the employee or his/her designated representative not receive written approval (or notice of scheduling an IME, where applicable) within forty-eight (48) hours of receipt of notification by the Office of Risk Management, the employee or his/her designated representative may then notify the Office of County Attorney, which shall then take necessary action so that written approval (or notice of scheduling an IME, where applicable) is issued within forty-eight (48) hours after being so notified.

Nothing under this Agreement shall affect the parties' rights under the Maryland Workers' Compensation Act. Specifically, the County's approval of treatment shall not be deemed an acceptance of causal relationship of the treatment to the workers' compensation case.

APPENDIX X
MEMORANDUMS OF UNDERSTANDING AND SIDE BAR LETTERS

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives effective July 1, 2012

Montgomery County Career Fire Fighters Association, IAFF Local 1664, AFL-CIO, CLC		Montgomery County Government Montgomery County, Maryland	
Ву:	John J. Sparks President	By: Isiah Leggett County Executive	
Ву:	Mark A. Davies Chief Negotiator	By: Richard R. Bowers Fire Chief	
		By: Approved as to Form and Legality County Attorney's Office	

Memorandum of Agreement between

Montgomery County Career Fire Fighters Association, Inc., International Association of Fire Fighters, Local 1664, AFL-CIO

and

Montgomery County Government, Montgomery County Maryland For July 1, 2012 to June 30, 2013

The Parties hereto, the Montgomery County Career Fire Fighters Association, Inc., International Association of Fire Fighters, Local 1664, AFL-CIO and Montgomery County, Maryland, agree to amend their current collective bargaining agreement ("CBA"), the term of which is July 1, 2011 - June 30, 2013, for the employees in the Fire/Rescue Service bargaining unit. The amendments to the CBA set forth below become effective on July 1, 2012 unless otherwise noted herein.

- 1. The County Executive shall make a good faith effort to have the County Council take action to implement all terms and conditions of this Agreement.
- 2. Unless expressly amended herein, all terms and provisions of the July 1, 2011 June 30, 2013 CBA, including all Side Letters and Appendices thereto and all footnotes reflecting action taken by the Montgomery County Council in Bill 11-11 and Resolution No. 17-149, shall remain in effect during the County's Fiscal Year 2013.
- 3. The following <u>new</u> subsection 17.2(E) shall be added to Article 17, Section 17.2 ("Special Pay Differentials") of the parties' collective bargaining agreement:

E. Beginning the first day of the first full pay period on or after July 1, 2012. Sections 17.2 (A) - (D) (and the introductory sentence to Section 17.2) shall no longer be in effect, and starting that date all County-credentialed ALS Providers will receive a special pay differential in accordance with the following schedule:

Credential Years:

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<u>0-4 years</u>	<u>\$5,830</u>
5-8 years	\$6.891
8+ years	\$7,951

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- 4. Article 19, Section 19.1(B) of the parties' collective bargaining agreement shall be amended as follows:
 - B. Effective the first full pay period on or after July 1, 2009, the base salary for all bargaining unit members shall be increased by 4 percent. This 4 percent wage increase which was to be effective the first full pay period on or after July 1, 2009 and which was postponed through a May 2009 Memorandum of Agreement between the parties shall continue to be postponed during FY 2012 and FY 2013.
- 5. Article 19, Section 19.1(D) of the parties' collective bargaining agreement shall be amended as follows:
 - D. Effective the first full pay period on or after July 1, 2010, the base salary for all bargaining unit members shall be increased by 3.5 percent. This 3.5% wage increase, which the County Council elected not to fund in FY 2011 or FY 2012, shall be postponed during FY 2012 and FY 2013.
- 6. The following <u>new Section 19.1(F)</u> shall be added to Article 19 ("Wage Increase") of the parties' CBA:
 - A \$2,000.00 lump sum payment shall be made to bargaining unit members who are actively employed by the County on July 1, 2012. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY 2013. The lump sum payment shall be pro-rated for part-time employees. Employees who are on unpaid leave and return to work during FY 2013 will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular earnings" for retirement or life insurance purposes and employees will not receive any retirement or life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement benefits for this payment.
- 7. Article 19, Section 19.1(C) of the parties' collective bargaining agreement shall be amended as follows:
 - C. Effective first full pay period on or after July 1, 2009, add new longevity step at year 28 (LS2 3.5%). No bargaining unit employee otherwise eligible for a 3.5% "LS2" increase to their base pay shall receive such increase in FY 2012. All bargaining unit employees who reach 28 years of service in FY 2013 shall receive a 3.5% "LS2" increase to their base pay in FY 2013 effective the pay period in

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which their service anniversary date occurs. All bargaining unit employees who became eligible for a 3.5% "LS2" increase to their base pay prior to July 1, 2012 but who did not receive such increase due to a County Council decision not to fund longevity step increases shall receive a 3.5% "LS2" increase to their base pay effective the first full pay period on or after July 1, 2012. No bargaining unit employee shall lose service credit for purposes of progression to LS2 as a result of any prior County Council decision not to fund longevity step increases.

- 8. Article 19, Section 19.2(C) of the parties' collective bargaining agreement shall be amended as follows:
 - C. Bargaining unit employees shall progress to Step LS on the uniform pay plan upon completion of 20 years of service as a County merit system employee. No bargaining unit employee otherwise eligible for a 3.5% "LS" increase to their base pay shall receive such increase in FY 2012. All bargaining unit employees who reach 20 years of service in FY 2013 shall receive a 3.5% "LS" increase to their base pay in FY 2013 effective the pay period in which their service anniversary date occurs. All bargaining unit employees who became eligible for a 3.5% "LS" increase to their base pay prior to July 1, 2012 but who did not receive such increase due to a County Council decision not to fund longevity step increases shall receive a 3.5% "LS" increase to their base pay effective the first full pay period on or after July 1, 2012. No bargaining unit employee shall lose service credit for purposes of progression to Step LS.
- 9. Article 20, Section 20.3 of the parties' collective bargaining agreement ("Employee Benefits Committee") shall be amended as follows:
 - The parties hereby jointly establish an Employee Benefits Committee for the A. purpose of maintaining high quality employee benefits, efficiently provided to County employees at a reasonable cost and to study benefit cost containment programs. The Committee shall consist of three (3) members appointed by the County, and three (3) members appointed by the Union. representatives on this committee shall be considered to be on detail if working during these meetings. Hour for hour compensatory time or pay at the employees' regular hourly rate shall be credited to union representatives who attend meetings on their day off. Either party may remove or replace its appointees at any time. In addition, either party may appoint one or more outside consultants (whose compensation shall be the responsibility of the appointing party) who shall be permitted to attend all Committee meetings and who shall advise the Committee members on subjects under Committee review. Upon request, either party shall promptly submit to the other party relevant information within a party's possession, custody or control for review by the other party and/or its consultant(s). The Union representatives and the County representatives on the

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Committee shall each appoint a Co-Chair of the committee from their respective groups. The purposes and functions of the Employee Benefits Committee shall be to: a) review existing employee benefits and their provisions; and b) make findings and/or recommendations to the parties regarding cost containment measures. The Committee shall meet not less than twice a month during the months of July through October 2011. A quorum for conducting business shall consist of at least two members appointed by each party. On or before October 31, 2011, the Committee shall present written recommendations to the County Executive and the Union President.

B. The parties agree that during the term of this Agreement the Benefits Committee may review the following subjects as well as any other subjects the parties agree upon.

Employee + 1 options
Treatment Limits
Medical spending accounts/employer funded
Prospective retiree prescription and vision benefits
New/different healthcare providers
Healthcare provider accreditation
Prescription drug plan consolidation and co-pays
Dental and Orthodontic coverage

In addition, the parties agree that the Committee shall meet at least once a month during the months of July through October 2012 to discuss the following subjects: (a) a Union-sponsored and administered health insurance plan for bargaining unit employees; (b) joint submission of legislation to the County Council to amend the County Code to provide that: (1) any bargaining unit employee who incurs breast cancer shall automatically be entitled to disability leave for a service connected illness until and unless such claim is eventually denied by the Maryland Workers' Compensation Commission, and (2) any bargaining unit employee who incurs breast cancer shall automatically be entitled to service connected disability retirement benefits under the Montgomery County Employees' Retirement System: (c) development and implementation of disease management and wellness programs for bargaining unit employees: (d) prescription drug and emergency room co-pays for bargaining unit employees; and (e) the existing Point-of-Service (POS) Plans offered to bargaining unit employees for discussion of: (1) possible elimination of the existing High-Option POS plan, and (2) innetwork vs. out-of-network benefits for bargaining unit employees who are enrolled in a POS plan and who reside outside the Washington, DC metropolitan area or the State of Maryland. On or before October 31. 2012, the Committee shall present written recommendations to the County Executive and the Union President concerning these subjects.

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10. Article 54, Section 54.11 of the parties' collective bargaining agreement shall be amended as follows:

The County will increase the maximum annual allowance payable to a bargaining unit employee under the Employee <u>Tuition</u> Assistance Program to \$1,630 for FY 2009, \$1,730 for FY 2010, and \$1,830 for FY 2011 2013.

11. Article 55, Section 55.8 of the parties' collective bargaining agreement ("Postponement of Service Increments") shall be amended as follows:

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement but which the County Council elected not to fund for FY 2011 shall be postponed through June 30, 2012. Similarly, the FY 2012 and FY 2013 service increments that eligible bargaining unit employees would otherwise receive in Fiscal Years 2012 and 2013 in accordance with this Article 55 shall also be postponed during FY 2012 and FY 2013. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

12. The Memorandum of Agreement between the Montgomery County Career Fire Fighters Association, Inc., International Association of Fire Fighters, Local 1664, AFL-CIO and Montgomery County, Maryland concerning bargaining unit employees who suffer service-connected injuries or illnesses, a true copy of which is appended hereto as Attachment 1, shall appear as Appendix IX of the parties' collective bargaining agreement, and the existing Appendix IX shall be renumbered as Appendix X.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this _____ day of February, 2012.

Montgomery County Career Fire Fighters Association, International Association of Fire Fighters, Local 1664, AFL-CIO:

Montgomery County Government Montgomery County, MD

By: Nachtway
John J. Sparks, President

472112 Date

sigh Leggett. County Executive

Mark Davies, 2ndVice Pres.,

Date

Steven Sluchansky,

Chief Negotiator

Date

Chief Negotiator

Memorandum of Agreement IAFF for July 1, 2012 to June 30, 2013 Page 6 of 6

> Approved as to form and legality Office of the County Attorney

The property of

Date